

BOOKING CONDITIONS

~ YOUR CONTRACT WITH STUDYTRIPS ~

YOUR CONTRACT

Your contract is with Studytrips. On request, a quotation will be sent to you which will advise of any changes to the prices in this brochure known at that time. To make a booking you are required to complete a booking form and pay the relevant deposits OR issue an official order for the full amount OR if due, pay the full balance. Full details of deposit amounts and payment deadlines are given in this brochure. The booking is not accepted until the date shown on our letter confirming your booking, which will be sent to you on receipt of your booking form. It is only then that a contract exists between you and the company, this contract is governed by English law. A final invoice will be sent to you and late payment of the final balance may result in your booking being cancelled with 100% cancellation charges applied.

THE PRICE YOU PAY AND SURCHARGES

On receipt of your Booking Form, the tour price will be reconfirmed to you on receipt of our Confirmation of Booking. This price is then subject to the following surcharges only:

- Changes in transportation costs (including the cost of fuel, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports).
- Adverse fluctuation in exchange rates
- Any Government imposed increases (such as increases in VAT)

There will be no change within 30 days of your departure.

We will absorb and you will not be charged for any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that, plus an administration charge of £1.00 per person together with an amount to cover agents' commission. If this means that you have to pay an increase of more than 10% of the price of your travel arrangements, you will have the option of accepting a change to another tour if we are able to offer one (if this is of equivalent or higher quality you will not have to pay more but if it is of lower quality you will be refunded the difference in price), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

We will consider an appropriate refund of insurance premiums paid if you can show that you are unable to transfer or reuse your policy. Should you decide to cancel for this reason, you must exercise your right to do so within 14 days from the issue date printed on your final invoice.

Should the price of your holiday go down due to the changes mentioned above, by more than 2% of your holiday cost, then any refund due will be paid to you. However, please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

YOUR FINANCIAL PROTECTION

The Package Travel, Package Holidays and Package Tours Regulations 1992 require us to provide security for the monies that you pay for the tours booked from this brochure and for your repatriation in the event of our insolvency. We provide this security by way of a bond held with the Civil Aviation Authority under ATOL no. 5620 for all air tours. For all other tours, you are protected by ABTA, membership number V6504. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct, which has been approved by the Office of Fair Trading.

ALTERATIONS TO CONFIRMED BOOKINGS

If you decide to change any part of your tour arrangements prior to the issue of our final invoice we will assist, where possible. An administration charge of £5 per paying person may be levied plus any additional tour costs incurred. Once the final invoice has been issued changes or alterations are rarely possible and these may be treated as a cancellation of the original booking, in which case cancellation charges will apply.

TRANSFERRING OF BOOKINGS

If a party member is unable to travel, in certain circumstances which we consider reasonable, we may allow him/her to transfer the booking to another person. All arrangements must remain exactly the same and will only be allowed if all suppliers accept the transfer. (An administration charge of £20 per person may be levied plus any charges made by the suppliers concerned).

MODIFICATIONS TO BROCHURE TOURS

Modifications to tours shown in the brochure can be made, subject to confirmation from us, and any increase in price will be notified to you. Additional services will be quoted for separately, on request.

INSURANCE AND CANCELLATION BY YOU

Any cancellation by you of a definite reservation must be confirmed in writing and will take effect from the day this is received by us. In the event of cancellation by you, deposits are not refundable but the remaining balance will be refunded if we are notified more than six weeks before departure. (Please note that on some air tours, we book and pay for your flights when we receive your confirmation of booking. In this case, if the flight price is non refundable and if it exceeds the amount of deposit paid, then this amount will be added to your cancellation fee. We strongly recommend that you take out full insurance, if this is not already included in the tour, as it will, under certain circumstances, include cover against loss of deposits or full payment as shown in the policy. Cover is effective from the date of the receipt of your Booking Form with the relevant payment or order number, if insurance has been marked as required. If insurance is purchased from us at a later date then cover is effective from the date of your instructions received in writing at our office.

ROOMS

Single or twin rooms are allocated to the group leader but in all cases are subject to the availability at the hotel contracted. We reserve the right to ask group leaders to share rooms if single rooms are not available. Your inclusive tour quotation will contain detailed information on your chosen accommodation. In certain cases, students may have to share double beds or bunk beds. Whilst we will try and inform you of the room breakdown in advance, we cannot be held liable for last minute changes by our suppliers.

ACCOMMODATION

Accommodation in all hotels or hostels, whatever the rating, is in standard rooms unless otherwise stated and meals (if included) are based on set menus offered by the hotel/restaurant. Tours which are based on half board include dinner on the day of arrival and finish with breakfast on the day of departure. Generally, hotel rooms will be available from 15.00 hours and are to be vacated between 10.00 and 11.00 irrespective of your arrival or departure time, unless otherwise stated. It is usually possible to store luggage in the hotel on the day of departure although the hotel may make a charge for this. STUDYTRIPS sends a brochure of the accommodation booked (where available) to our clients when we confirm arrangements but we accept no responsibility for the accuracy of the information contained in such a brochure.

SPECIAL REQUESTS

Where there is a special dietary requirement or other important requests, STUDYTRIPS must be advised in writing as soon as possible. Whilst every effort will be made to meet these requests, they cannot be guaranteed. It should also be noted that in many European Countries provision remains very poor for vegetarians and vegans.

DISABLED CLIENTS

STUDYTRIPS is happy to give advice to disabled clients and to assist them in choosing a tour that will meet their requirements. However, due to the location of some of our traditional hotels, many lack even the simplest facilities such as ramps for wheelchairs, lifts, etc. Therefore in order to assist we must, at the time of booking, be provided with full details in writing regarding any disability and any special requirements as a result of this.

EXCURSION/MEAL PACKAGES

It is not always the case that excursion or meal packages offered by STUDYTRIPS are more economical than buying the same arrangements directly. In certain circumstances the packages are offered for the convenience of being both booked and paid for in advance.

PASSPORT / VISA / VACCINATIONS

All clients are themselves responsible for ensuring that they have a valid passport, appropriate visas and confirm to the Health Regulations regarding vaccinations. Please note that some countries require passports to be valid for up to 6 months after the date of return to the U.K. A collective passport is accepted in the majority of European countries and further detailed information on passports is available at www.passport.gov.uk

For health advice on travelling abroad, information may be found at www.doh.gov.uk/traveladvice The Foreign and commonwealth office produces up-to-date information on travelling abroad at www.fc.gov.uk/knowbeforeyougo

RAIL TRAVEL

Upon request STUDYTRIPS is able to secure group reservations for student groups. Student fares are applicable up to and including 18 years of age, travelling as a group. Fares are not applicable on sleeper or boat trains. We will make seat reservations for groups, free of charge, subject to availability. On some services and at certain times of the day, group reservations are not possible. We operate group tours only and issue 1 return ticket per group booking.

TOUR CHANGES

We hope and expect to be able to provide you with all the services confirmed to you at the time of booking. However, we use the services of independent suppliers such as airlines, hotels, etc., over which we have no direct control. It is therefore the case that on occasions changes do have to be made, and we reserve the right to make these. Most of these changes are minor. A major change is one where there has been a significant change of resort, a change of accommodation to that of a lower category and/or price. In the case of your being advised of a major change before departure STUDYTRIPS will offer you the choice of a) continuing with the original tour and accepting the change, b) accepting a tour of comparable standard or c) a refund of all monies paid.

Provided full payment has been received, compensation will be paid as follows:-

Period before scheduled departure date within which a major change is notified to you	Compensation per paying person
More than 70 days	£ Nil
35-70 days	£ 8
15-34 days	£ 12
0-14 days	£ 15

IMPORTANT NOTE: We will not pay any compensation for changes which arise as a result of situations outside our control. For example, technical or maintenance problems with transport, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather or terrorist activity. STUDYTRIPS does not control the day to day management of your accommodation and it is possible that we may be advised that the reserved accommodation is not available when you arrive at your destination. If this happens, we will endeavour to provide accommodation of at least the same standard in the same locale. If accommodation of a lower standard only is available we will refund the difference in the brochure price between the accommodation booked and that available and will pay £7 per person for any inconvenience caused.

CANCELLATION BY US

We reserve the right to cancel your tour for any reason. However, we will not cancel your tour after your final payment due date if the cost of the tour has been paid in full, unless it is for a reason outside our control (see Tour Changes - IMPORTANT NOTE: above). If we have to cancel your tour we will offer a tour of equivalent standard or a refund of all monies paid plus compensation as set out in the 'Tour Changes' paragraph, unless payment deadlines have not been met.

MINIMUM TOUR NUMBERS

Tours quoted on the basis of minimum tour numbers are subject to possible price increases, loss of free places or complete cancellation should numbers fall below the numbers on which the quote was based. In the case of coach tours, a drop in the number of paying persons invariably results in a higher unit cost per person.

BROCHURE ACCURACY

All information given in this brochure is, to our knowledge, correct at the time of going to press, but services/facilities may change. Whenever possible we will advise you of such changes prior to departure.

BAGGAGE AND PERSONAL BELONGINGS

Temporary or permanent loss of baggage is the responsibility of the passenger or carrier unless the loss occurs through the negligence of STUDYTRIPS. Money and valuable articles should at no time be left while on the coach or in your hotel room. Please lodge all such items with the hotel management.

STUDENT CONDUCT

We rely on the Group Leader to ensure that discipline is maintained on the tour and that group members are aware of the possible consequences of anti-social behaviour. In the event of unreasonable conduct likely to cause distress, damage, danger or annoyance to other persons (outside the group) or property, our suppliers (transport and accommodation) reserve the right to cancel arrangements forthwith or to eject the person/s responsible. Group

members who cause wilful damage to property while on tour will be asked to settle the cost immediately. Please note that while most of our hotels have public bars, alcohol is NOT permitted in the bedrooms. Some accommodations will require a cash deposit (no more than £25 per person) to be lodged with the hotel on arrival and returned on departure, once the rooms have been checked.

TRAVEL DELAY

In the event of a delay during your tour, which results in extra overnight accommodation being required, STUDYTRIPS will try to help arrange such accommodation but cannot take responsibility for any extra charges incurred.

COMPLAINTS

If you have cause for complaint whilst on tour, you must bring it to the attention of the company and/or the supplier whilst on tour who will do their best to rectify the situation. It is unreasonable to take no action during the tour and then to write a letter of complaint upon return. However, should a problem remain unresolved, a complaint should be made in writing to STUDYTRIPS within 28 days of the completion of the tour. The arbitration scheme is arranged by ABTA and administered independently by the Chartered Institute of Arbitrators. It provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on you in respect of costs. Full details will be provided on request or can be obtained from the ABTA website.

The Scheme does not apply to claims for an amount greater than £5,000 per person. There is also a limit of £25,000 per booking form. Neither does it apply to claims which are solely in respect of physical injury or illness or their consequences. The Scheme can however deal with compensation claims which include an element of minor injury or illness subject to a limit of £1,000 on the amount the arbitrator can award per person in respect of this element.

The application for arbitration and Statement of Claim must be received by the Chartered Institute of Arbitrators within nine months of the date of return from the holiday. Outside this time limit arbitration under the Scheme may still be available if the company agrees, but the ABTA Code does not require such agreement.

For injury and illness claims, you may like to use the ABTA / Chartered Institute of Arbitrators Mediation Procedure. This is a voluntary scheme and requires us to agree for mediation to go ahead. The aim is to help you resolve your dispute in a quick and cost effective way. Details on request or from www.abta.com.

EXCHANGE RATES

All prices quoted in this brochure relating to foreign currencies are calculated on the rates of exchange as published by Bank of Scotland on 29/03/10: Europe (euro) 1.12. USA (dollar) 1.49.

LIABILITY

STUDYTRIPS is a member of ABTA and is bonded with major banks/ insurance companies to protect customer holiday payment and repatriation. We will accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in making arrangements for you, including any acts or omissions by our employees or agents. We also accept liability for any negligent act or omission of our suppliers, who may operate elements of your tour arrangements, including any claim involving death, personal injury or illness. In respect of carriage by coach, sea and rail and the provision of accommodation, our liability in all cases will be limited in accordance with the relevant international conventions. It is important to note that travel with a particular carrier will be subject to the conditions of carriage of that carrier, some of which may limit liability. STUDYTRIPS is therefore unable to accept responsibility for them. Carriage by coach is subject to the terms and conditions of the carrier with whom you travel. Coach travel is also subject to factors such as delays caused by traffic congestion, roadworks, etc., over which STUDYTRIPS has no control. All luxury coaches with WC and drinks dispenser are hired on the basis that all items are in working order at the start of the tour. However, breakdowns unfortunately do sometimes occur and it may not always be possible to repair the equipment immediately. Passengers are advised that, should they fail to arrive at the correct departure point at the correct time, the coach will depart and that further transport will not be made available, nor will refunds or travelling expenses be payable in such an event.

PERSONAL INJURY - UNCONNECTED WITH ARRANGEMENTS MADE BY US

Should you or any member of your party suffer illness, personal injury or death, through any misadventure during your tour out of an activity which does not form part of our tour arrangements, as part of an excursion sold by us, we shall offer you assistance in pursuing any claim you intend making against the offending party. This includes advice and guidance and may include a contribution towards initial legal costs and expenses which, in our opinion, are reasonable and appropriate in the circumstances up to a limit of \$5000 per booking form, provided that you request such assistance within 90 days of the date of the misadventure.

DATA PROTECTION

Personal information will only be passed on to the principal and to the relevant suppliers of your travel arrangements. The information may also be provided to public authorities such as customs or immigration if required by them, or as required by law.

If you travel outside the European Economic Area, controls on data protection may not be as strong as the legal requirements in this country. We will only pass your information on to persons responsible for your travel arrangements. This applies to any sensitive information that you give to us such as details of any disabilities, or dietary/religious requirements. (If we cannot pass this information to the relevant suppliers, whether in the EEA or not, we will be unable to provide your booking. In making this booking, you consent to this information being passed on to the relevant persons.)

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